

RESOLUTION NO. 24-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH KENNY STRANGE ELECTRIC AND SERVICE COMPANY, INC. FOR THE FRONT BEACH ROAD AND THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT IN THE TOTAL AMOUNT OF \$320,559.00; AND AUTHORIZING THE EXECUTION OF QUALIFYING CHANGE ORDERS NOT TO EXCEED \$32,055.90.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Kenny Strange Electric and Service Company, Inc. for the Front Beach Road and Thomas Drive Roadway Lighting Repair and Improvement Project in the basic amount of Three Hundred Twenty Thousand Five Hundred Fifty-Nine Dollars and No Cents (\$320,559.00) in the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The City Manager is authorized to execute and deliver on behalf of the City change orders related to this project in an amount not to exceed Thirty-Two Thousand Fifty-Five Dollars and Ninety Cents (\$32,055.90), provided the City's Project Manager verifies that the change order does not expand the scope of the project, the Finance Director confirms that the total budgeted amount for the project is not exceeded, and the City Attorney has reviewed the form of the change order.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 14th day of March 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00050

AGREEMENT

THIS AGREEMENT is made this 15 day of March, 2024, by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (herein called "OWNER") and Kenny Strange Electric and Service Company, Inc., doing business as a corporation (an individual), or (a partnership), or (a corporation), having a business address of 2436 N. East Avenue, Panama City, FL. 32405 (hereinafter called "CONTRACTOR"), for the performance of the Work (as that term is defined below) in connection with the construction of "**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**", to be located at Panama City Beach, Florida, in accordance with the Drawings and Specifications prepared by CITY OF PANAMA CITY BEACH, the Engineer of Record (hereinafter called "Engineer") and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within thirty (30) calendar days from the date of this Agreement and

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

will achieve Substantial Completion of the Work within sixty (60) consecutive calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within the time period set forth in Section 15.2 of Section

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of \$1,500.00/day for each calendar day that expires after the Contract Time for Substantial Completion as more fully set forth in Section 15 of the General Conditions.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$320,559.00 as shown in the BID SCHEDULE, included within the Bid Proposal Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:
 - Section 00010 ADVERTISEMENT FOR BIDS
 - Section 00020 INFORMATION FOR BIDDERS
 - Section 00030 BID PROPOSAL FORM
 - Section 00040 BID BOND
 - Section 00050 AGREEMENT
 - Section 00060 PERFORMANCE BOND
 - Section 00070 PAYMENT BOND
 - Section 00080 NOTICE OF AWARD
 - Section 00090 NOTICE TO PROCEED
 - Section 00095 STATEMENT UNDER SECTION 287-087, FLORIDA STATUTES
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS
 - Section 00096 TRENCH SAFETY ACT CERTIFICATE OF COMPLIANCE
 - Section 00097 PUBLIC ENTITY CRIMES STATEMENT
 - Section 00098 CONTRACTOR E-VERIFY AFFIDAVIT
 - Section 00100 GENERAL CONDITIONS
 - Section 00800 SUPPLEMENTAL CONDITIONS
 - Section 00802 PREVENTION, CONTROL AND ABATEMENT
 - Section 00808 SALES TAX EXEMPTION
 - Section 01110 ENVIRONMENTAL PROTECTION
 - Section 01505 MOBILIZATION/DEMobilIZATION

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
 ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT
 Section 01705 CONTRACT CLOSEOUT
 Additional Required Forms - Conflict/Non-Conflict of Interest Statement,
 Non- Collusion Affidavit & Federal Contract Signature Page
 Completed forms contained within Appendix F – Federal Funding Requirements

APPENDICES

- A. INSURANCE REQUIREMENTS
- B. CHANGE ORDER FORM
- C. PAY REQUEST FORM
- D. CERTIFICATE OF SUBSTANTIAL COMPLETION

Attachments:

October 25, 2023 SPECIFICATIONS prepared by City of Panama City Beach

ADDENDA :

No. 1, dated December 8, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

No. _____, dated _____, 2023

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents. Payment for invoices shall be made via ACH or Virtual Credit Card only.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413
ATTENTION: _____
Drew Whitman, City Manager
Fax No.: _____
(850) 233-5108

If to Contractor: _____
Kenny Strange Electric & Service
2436 N. East Ave., PC, FL 32405
ATTENTION: Fax _____
No.: _____
850-527-3857

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- 10. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents.
- 11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- 12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated, and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.
15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project shall be Kathy Younce, Assistant Public Works Director.
16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER, PROJECT REPRESENTATIVE, or ENGINEER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR expressly

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 90 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 90 calendar days. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

18. The Work contemplated by this Agreement is being funded in part from a grant from the Florida Department of Economic Opportunity. By entering this Agreement, Contractor acknowledges and agrees that:

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

- a. Contractor shall also be bound to the terms of that Grant Agreement, which is attached to this Agreement as [].
- b. Contractor is bound by all applicable State and Federal laws, rules, and regulations.
- c. Contractor shall hold DEO and OWNER harmless against all claims of whatever nature arising out of the Contractor's performance of Work under this Agreement.
- d. Owner is required to document in its reports to DEO the Contractor's progress in performing its Work under this Agreement.
- e. Contractor shall comply with the requirements of 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contract under Federal Awards, attached to this Agreement as [].

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH,
FLORIDA

ATTEST:

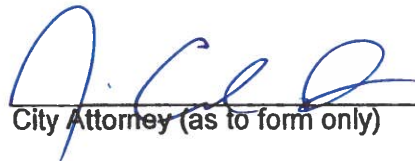
BY: 



City Clerk

NAME: Drew Whitman
(Please type)


TITLE: City Manager



City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: 



NAME: Kenny Strange

NAME: Adam Revell
(Please Type)

ADDRESS 2436 N East Ave
Panama City Fl 32405

:
[END OF SECTION 00050]

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

SECTION 00030

BID PROPOSAL FORM

This proposal of Kenny Strange Electric and Service Company (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida, doing business as a Corporation (a corporation, a partnership or an individual), whose Florida contractor's license number is EC13008679 is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called "OWNER").

In compliance with the requirements of the Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **PCB24-11 ITB PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under the CONTRACT DOCUMENTS on or before a date specified in the NOTICE TO PROCEED and to substantially complete the project within 60 consecutive calendar days thereafter, and to fully complete the project within 30 consecutive calendar days thereafter.

BIDDER further agrees to pay as liquidated damages, the sum of \$1,500.00 for each consecutive calendar day that expires after the Contract Time until Substantial Completion of the WORK is achieved as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1
Addendum No. _____
Addendum No. _____

**PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT**

BID SCHEDULE

ITEM DESCRIPTION	UNIT	QUANTITY	ITEM COST	TOTAL	
(INCLUDING BUT NOT LIMITED TO:)					
1	MOBILIZATION	LS	1	\$10,000	\$10,000
2	BONDS AND INSURANCE	LS	1	\$7,819.00	\$7,819.00
3	REPLACEMENT OF LIGHT POLES (S. THOMAS DRIVE BOTH NEAR ALVIN'S ISLAND (#97 & #109))	LS	2	\$10,048.00	\$20,096.00
4	REWIRE LIGHT POLE ASSEMBLY POLE CABLE DISTRIBUTION SYSTEMS TO INCLUDE: WIRING, SURGE ARRESTORS, FUSES, AND FUSE HOLDERS	EA	143	\$1,250.00	\$178,750.00
5	REPLACEMENT OF DAMAGED FIXTURE ARMS ONLY (CITY TO FURNISH ARMS)	LS	1	\$350.00	\$350.00
6	REPLACEMENT OF WEATHER PROOF RECEPTACLE WIRING	EA	143	\$396.00	\$56,628.00
7	REPLACEMENT OF DAMAGED WEATHER PROOF RECEPTACLES	LS	1	\$200.00	\$200.00
8	MAINTENANCE OF TEMPORARY TRAFFIC CONTROL	LS	1	\$36,716.00	\$36,716.00
9	ELECTRICAL ISSUES INCLUDING: TROUBLESHOOTING OTHER COMPONENTS OF THE LIGHTING SYSTEM WITH CONTACTORS, FUSES, BREAKERS, UNDERGROUND CONDUIT SYSTEM WIRING, ETC.	LS	1	\$10,000.00	\$10,000.00
			TOTAL:	\$320,559.00	

**** OWNER TO PROVIDE ASSISTANCE TO THE CONTRACTOR WITH TEMPORARY TRAFFIC CONTROL IN THE INTERSECTIONS ONLY.**

**PANAMA CITY BEACH FRONT BEACH ROAD AND SOUTH THOMAS DRIVE ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT – BIDDER agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following Lump Sum Bid price:
\$ 320,559.00 Three Hundred Twenty Thousand Five Hundred and Fifty Nine Dollars**

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the OWNER in the required form of the Agreement, Section 00050, to furnish all necessary materials, equipment,

BID PROPOSAL FORM 00030-2

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

machinery, tools, apparatus, means of transportation and labor necessary to complete the WORK in full and in accordance with the shown, noted, described, and reasonably intended requirements of the CONTRACT DOCUMENTS. If a bid item is not shown above, it shall be the contractor's responsibility to ensure the cost is covered in the Lump Sum Bid Price.

By submitting this Bid, the CONTRACTOR understands that all items specified in these CONTRACT DOCUMENTS must be included in the Total Lump Sum Bid above.

Below, specify the names of the subcontractors, if any, to be used as part of your Bid:

WORK Performed & Company Name

- 1. Acme Barricade
- 2. _____
- 3. _____

NOTE:

- 1. BIDS shall include sales tax and all other applicable taxes and fees. The OWNER may elect to utilize the Sales Tax Exemption (Section 00098) for material at its sole discretion.
- 2. BIDS shall be on the basis of a lump sum price, as noted above, and shall be the total compensation to be paid by OWNER for the complete WORK.
- 3. Bid unit prices and quantities shall be applicable for any revisions to the WORK (either additions or omissions). In addition, these unit prices and quantities shall be reflected in the Schedule of Values as specified in the General Conditions. All unit prices are understood to include all associated charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds, and miscellaneous items.
- 4. The OWNER reserves the right to reject any and all bids received.
- 5. **Failure to insert a bid amount for any item in the Bid Schedule will be considered grounds for the OWNER to determine the BID is non-responsive.**
- 6. By submitting this BID, the BIDDER, and the BID BOND surety, are deemed to have stipulated and agreed that any and all claims, demands, actions or suits whatsoever, arising under this BID and/or BID BONDS, shall be subjected to the sole and exclusive jurisdiction and venue of the Circuit Court of Bay County, Florida. The BIDDER and BID BOND surety

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

do agree, by submittal of this BID, that the sole and exclusive jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract to be awarded is to be accomplished within Bay County, Florida.

BIDDER'S CERTIFICATION

BIDDER certifies that it has thoroughly familiarized itself with and inspected the site and has read and is thoroughly familiar with the CONTRACT DOCUMENTS. Additional site investigation, if deemed necessary by the BIDDER, shall be performed prior to BID submittal at the BIDDER's sole expense. Bidder certifies that the BID submitted is complete and is sufficient for the Bidder to provide a fully operational and working system in accordance with the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies its understanding that neither the OWNER, PROJECT REPRESENTATIVE, nor ENGINEER shall provide any labor, equipment, or materials of any kind, which may be required for the performance of the WORK, unless otherwise specifically directed by OWNER. Likewise, BIDDER certifies that it shall provide all equipment, materials, labor, and services necessary to complete the WORK in accordance with the CONTRACT DOCUMENTS whether or not such equipment, material, labor, or service is expressly identified. Such occurrences are deemed subsidiary obligations of the contract for which complete compensation is made under the Lump Sum. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

As required, the following documents are submitted with this Bid Proposal:

1. Bid Bond – Section 00040
2. Executed Statement Under Section 287.087, Florida Statutes, On Preference To Businesses With Drug-Free Workplace Programs – Section 00095
3. Executed Public Entity Crimes Statement – Section 00097
4. Trench Safety Act – Section 00096
5. Contractor E-Verify Affidavit – Section 00098
6. Certificates of Insurance – In accordance with Exhibit A
7. All acknowledged Addenda
8. Additional Required Forms - Conflict/Non-Conflict of Interest Statement & Non-Collusion Affidavit

CONTRACTOR:

Kenny Strange Electric and Service
Company Inc.

BID PROPOSAL FORM 00030-4

PCB24-11 – ITB – FRONT BEACH ROAD AND THOMAS DRIVE
ROADWAY LIGHTING REPAIR AND IMPROVEMENT PROJECT

2436 N East Ave Panama City Fl 32405
Address

Kenny@kselectricusa.com
Email Address

Kenny Strange
Authorized Signer/Title



850-527-3857
Phone Number

12-11-2023
Date

[END OF SECTION 00030]